

## Arbitration Agreement 08/07/1934

### [Arbitration Agreement](#)

#### [Witnesseth:](#)

#### [Exhibit "A" Waterfront Employers of Seattle](#)

#### [Exhibit "B" Waterfront Employers of Portland](#)

#### [Exhibit "C" Waterfront Employers' Union of San Francisco](#)

#### [Exhibit "D" Marine Service Bureau of Los Angeles](#)

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### ARBITRATION AGREEMENT

THIS AGREEMENT, dated this seventh day of August 1934, between PACIFIC COAST DISTRICT LOCAL No. 38 of the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, acting on behalf of various Locals whose members perform longshore labor, First Party, and WATERFRONT EMPLOYERS OF SEATTLE, a list of the members of which is hereto attached marked Exhibit "A", Second Party, WATERFRONT EMPLOYERS OF PORTLAND, a list of the members of which is hereto attached marked Exhibit "B", Third Party, WATERFRONT EMPLOYERS UNION OF SAN FRANCISCO, a list of the members of which is hereto attached marked Exhibit "C", Fourth Party, and MARINE SERVICE BUREAU OF LOS ANGELES, a list of the members of which is hereto attached marked Exhibit "D", Fifth Party:

#### WITNESSETH:

The parties hereto do agree as follows:

1. The parties hereto agree that The Most Reverend Edward J. Hanna, D.D., O.K. Cushing, Esq., and Edward F. McGrady, Esq., members of the National Longshoremen's Board appointed by the President of the United States on June 26, 1934 (hereinafter called the Arbitrators), shall decide the issues hereinafter defined, and the parties hereto agree to be bound by such decision.

2. The decision of the Arbitrators (which shall be in writing and must be by a majority) shall constitute a series of agreement between the First Party on the one hand and the Second, Third, Fourth, and the Fifth Parties, separately, on the other hand, which shall be binding upon each of said parties as aforesaid for the period to and including September 30, 1935, and which shall be considered as renewed from year to year thereafter between the respective parties unless either party to the respective agreements shall give written notice to the other of its desire to modify or terminate the same, said notice to be given at least forty (40) days prior to the expiration date. If such notice shall be given by any party other than the First Party, then First Party shall have fifteen (15) days thereafter within which it may give written notice of termination of all of said agreements whereon on the succeeding September 30<sup>th</sup>, all of said agreements shall terminate. If such notice or notices are not so given the agreement shall be deemed to be renewed for the succeeding year.

3. The First Party has presented the following demands to the Second, Third, Fourth and Fifth Parties:

"Six hours shall constitute a day's work; the first six hours worked between the hours of 8 a.m. and 5 p.m. shall be designated straight time; meal hours shall be from 12 noon to 1 p.m.; 30 hours shall constitute a week's work averaged over a period of four weeks. All work time in excess of the six hours which is designated as straight time in the foregoing section and all work during the meal time and all time after 5 p.m. and before 8 a.m. on week days, and from 5 p.m., Saturday to 8 a.m. on Mondays, and all time worked during legal holidays, shall be designated as overtime.

"The rate of pay for longshoremen, coal handlers, grain handlers and scoopers, weighers, strappers and stencilers, jitney drivers, gear men, coopers, warehousemen, hatch tenders, winch drivers, donkey drivers, burton men, boom men, side runners, truckers from house to car and car to house, or in the house, and all other men engaged in loading or discharging cargo or assembling or disbursing freight, shall not be less than at the rate of \$1.00 per hour for straight time for less than \$1.50 per hour for overtime; provided, however, that in those classifications that are now recognized by the employers as being entitled to a higher rate of pay, the differential in favor of employees in such classification shall be maintained. These minimum rates of pay to apply to the handling of all cargoes, except those enumerated in the following subsections:

"(a) No employees shall be paid at the rate of less than \$1.10 per hour for straight time and \$1.65 per hour for overtime for handling the following offensive cargoes: sacks over 125 lbs. in weight, oil in bulk, copra in bulk, logs and timbers out of water, oriental oil in cases, creosote and creosote wood products, cement, hides, fertilizers, all frozen or ice packed cargo, celite and dusty infusorial earths and all shoveling jobs, unless otherwise provided for in subsection (b) or (c) of this section.

"(b) No employee shall be paid at the rate of less than \$1.20 per hour for straight time and \$1.80 per hour for overtime for handling the following offensive cargoes: potash or phosphates in bulk, sulphur in bulk or mats, caustic soda in an offensive condition, and all other chemicals that are offensive.

"(c) No employee shall be paid at the rate of less than \$1.65 per hour for straight time and \$2.25 per hour for overtime for shoveling bones in bulk.

"(d) No employee shall be paid at the rate of less than \$2.00 per hour for straight and overtime for handling explosives or for work performed in compartments containing explosives.

"(e) No employee shall be paid at the rate of less than \$2.00 per hour for straight and overtime for handling cargo in a vessel which has been damaged through fire, collision, water or other causes, that is in a damaged or offensive condition.

"The hiring of all longshoremen shall be through halls maintained by the International Longshoremen's Association, Pacific Coast District. If any grievance should arise over the method of conducting said halls, or if any employer believes that he is being discriminated against in the operation of the hiring hall, his complaint shall be referred to a committee of two members of the International Longshoremen's Association and two members of the Employing Stevedores. In the event they are not able to agree, they shall choose an impartial fifth party to render judgment. The decision of this Board to be adhered to by the International Longshoremen's Association."

The Second, Third, Fourth and Fifth Parties have refused to accede to these demands, or any of them.

The parties have agreed that the issues which shall be determined by the Arbitrators are as follows:

(a) The Arbitrators shall determine which of the persons named in the said demands shall be included within the scope of those performing "longshore work", and any award shall be applicable to such persons and no others. Insofar as clerks and checkers are concerned, they shall not be included in any award of the Arbitrators herein. However, this shall not prevent the arbitration of questions involving clerks and checkers by the Arbitrators, in the event their employers or any of them shall agree in writing to that effect with the International Longshoremen's Association, in which event the evidence in this proceeding may be used if the parties to such arbitration so agree.

(b) The arbitrators shall determine whether the above demands or any of them shall be made effective, and, if so, which demands. The determination or award made by the Arbitrators thereon shall bind the parties and shall constitute an agreement between them as hereinabove provided.

4. The decision of the Board shall be based upon evidence submitted to it by the parties in formal hearings, which evidence shall be taken down and reduced to writing by a reporter selected by the Arbitrators and all witnesses shall testify under oath. The decision of the majority of the arbitrators shall be final and binding. The Arbitrators shall have power to require any party to produce before it any books, records, or other evidence that it may possess, which is relevant to the issues submitted to the Arbitrators and which it believes will be of aid in arriving at a decision.

5. Each of the parties hereto agrees that the award of a majority of the Board of Arbitrators, made in writing, on the issues as herein specified shall be final and binding on all parties hereto, and each of the parties hereto agrees to observe and carry out in full the provisions of the award of the Board of Arbitration.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the day and year first above written.

PACIFIC COAST DISTRICT LOCAL NO. 38 OF THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

By (signed) W.M.J. Lewis

" J.J.Finnegan

" W.T. Morris

" Cliff Thurston

" William G. Craft

" A.H. Petersen

" Ed. Krumholz

Waterfront Employers of Seattle

By \_\_\_\_\_

Waterfront Employers of Portland

By \_\_\_\_\_

Waterfront Employers Union of San Francisco

By \_\_\_\_\_

Marine Service Bureau of Los Angeles

By \_\_\_\_\_

**TACOMA** (including those Waterfront Employers of Seattle who do business in Tacoma, and the following dock Companies in Tacoma):

Shaffer Terminals

Baker Dock Co.

Milwaukee Railroad

**BELLINGHAM**

Bellingham Contracting & Stevedoring Co.

Deming Roberg & Williams

**ANACORTES**

Anacortes Stevedoring Co.

**EVERETT** (including those members of the Waterfront Employers of Seattle who do business in Everett, and the following):

The Everett Stevedoring Co.

**OLYMPIA**

Olympia Stevedoring Co.

**GRAYS HARBOR**

Grays Harbor Stevedore Co.

Twin Harbor Stevedoring Co.

**LUDLOW-GAMBLE**

McCormick Steamship Co.

**PORT ANGELES**

Olympic Stevedoring Co.

**EXHIBIT "A"**

**WATERFRONT EMPLOYERS OF SEATTLE**

SEATTLE

Alaska Steamship Company

W.R. Grace & Company

Luckenbach Steamship Co.

McCormick Steamship Co.

Nelson Steamship Co.

B. & H. Stevedore Corporation

Dodwell Dock & Warehouse Co.

Griffiths & Sprague Stevedoring Co.

International Stevedoring Co.

Matson Terminals, Inc.

Pacific Lighterage Corp.  
Puget Sound Stevedoring Co.  
Rothschild Stevedoring Co.  
Seaboard Stevedoring Corp. of Washington  
Washington Stevedoring Co.  
Western Stevedoring Co.  
Ainsworth & Dunn Dock Co.  
Albers Bros. Milling Co.  
Ames Terminal Co.  
Arlington Dock Co.  
East Waterway Dock & Warehouse Co.  
Great Northern Docks

**EXHIBIT "B"**  
**WATERFRONT EMPLOYERS OF PORTLAND**  
PORTLAND

Brady & Hamilton Stevedores, Inc.  
International Stevedoring Company  
W.J. Jones & Son, Inc.  
Oregon Stevedoring Company  
McCormick Steamship Company  
Luckenbach Steamship Company  
Portland Stevedoring Company  
Hammond Lumber Company  
Powell Shipping Company  
Seaboard Stevedoring Corp. of Washington

ST. HELENS, OREGON

Covered by above.

RAINIER, OREGON

Covered as above.

LONGVIEW, WASHINGTON

Covered as above - plus  
Longview Stevedoring Company

ASTORIA, OREGON

Covered by above - plus  
Astoria Stevedoring Company

NORTH BEND, OREGON

Covered by above - plus

Independent Stevedoring Company

VANCOUVER, WASHINGTON

Same as above

BANDON, OREGON

REEDSPORT, OREGON

**EXHIBIT "C"**

**WATERFRONT EMPLOYERS' UNION OF SAN FRANCISCO**

American Hawaiian Steamship Company

Associated Terminals Company

California Stevedore & Ballast Company

Dollar Steamship Lines

Furness (Pacific) Ltd.

General Stevedore & Ballast Company

Grace Lines

Kerr Steamship Company

Luckenbach Steamship Company

Luckenbach Gulf Steamship Company

Marine Terminals Corporation

Matson Navigation Company

McCormick Steamship Company

Capt. Fremont R. Nash - Contracting Stevedore

Pacific Lighterage Company

Pacific Steamship Lines, Ltd.

Panama Mail Steamship Company

Schirmer Stevedoring Company

Seaboard Stevedoring Company

Sivertsen, J. Martin - Stevedoring

San Francisco Stevedoring Company

Williams Steamship Corporation

**EXHIBIT "D"**

**MARINE SERVICE BUREAU OF LOS ANGELES**

Banning Company

Crescent Wharf & Warehouse Co.

W.R. Grace Company

Marine Terminal Corp.

J.E. Marshall, Inc.

Matson Terminal Corp.

McCormick Steamship Company

Metropolitan Stevedoring Company

Nelson Steamship Company

Seaboard Stevedoring Company

Outer Harbor Dock & Wharf Co.

Port of Los Angeles Stevedoring & Storage Company

Soto Shipping Co. Ltd.

Southwestern Stevedore Company

Hanify Company

Hartwood Lumber Company

Chas. Higgins

Johnson Lumber Company

Kingsley Navigation Company

Little River Steamship Company

Freeman & Company

A.F. Mahoney Company

Moore Mill & Lumber Company

Chas. Nelson Company

Redwood Steamship Company

Schaffer Bros.

Sudden & Christenson

Union Lumber Company

Walker & Company

Wiggins & Meyers

E.K. Wood Lumber Company

Hammond Lumber Company